

End-User License Agreement

Last Updated: 2022-08-31

This End User License Agreement (the “Agreement”) is a binding agreement between you (“End User,” “you” or “your”) and Safeguard Equipment, Inc. (“Safeguard Equipment,” “we,” “us” or “our”). This Agreement governs the relationship between you and us and your use of the Service. Throughout this Agreement, End User and Safeguard Equipment may each be referred to as a “Party” or collectively, the “Parties.”

If you are using the Service on behalf of your employer or other entity (an “Organization”) for whose benefit you utilize the Service or who owns or otherwise controls the means through which you use or access the Service, the terms “End User,” “you,” and “your” shall apply collectively to you as an individual and to the Organization. If you use or purchase a license or access the Service on behalf of an Organization, you hereby acknowledge, warrant, and covenant that you have the authority to 1) purchase a license to the Service on behalf of the Organization; 2) bind the Organization to the terms of this Agreement.

By downloading, installing, accessing, or using the App, you: (a) affirm that you have all of the necessary permissions and authorizations to access and use the Service; (b) if you are using the Service pursuant to a license purchased by an organization, that you are authorized by that organization to access and use the Service; (c) acknowledge that you have read and that you understand this Agreement; (d) represent that you are of sound mind and of legal age (18 years of age or older) to enter into a binding agreement, and (e) accept and agree to be legally bound by the terms and conditions of this Agreement.

If you disagree with these terms, do not download, install, access, or use the Service. If you have already downloaded the App, delete it from your computing device.

The Service is licensed, not sold, to you by Safeguard Equipment for use strictly in accordance with the terms of this Agreement.

THIS AGREEMENT INCLUDES AN ARBITRATION CLAUSE, WHICH PROVIDES FOR A CLASS ACTION WAIVER AND A JURY TRIAL WAIVER. UNLESS YOU TIMELY OPT OUT OF THIS ARBITRATION CLAUSE, YOU AND SAFEGUARD AGREE THAT ANY DISPUTE RELATING TO THIS AGREEMENT MUST BE RESOLVED BY INDIVIDUAL MANDATORY ARBITRATION.

1. Definitions and key terms

To help explain things as clearly as possible in this End User License Agreement, every time any of these terms are referenced, they are defined as follows:

- App: means the Compass Pro mobile application, including without limitation any Software incorporated therein, along with any documentation accompanying the foregoing, and any updates or supplements to such Software and documentation.
- Service: means the App and the websites, application programming interfaces, and other online services provided by Safeguard Equipment that relate to the App.
- Software: means the proprietary code and embedded or externally referenced media assets or libraries that provide for the functionality offered by the Service, including without limitation any source code and object code, images, music, media, templates, data, and any associated user interfaces.

2. Apple App Store

The App is made available through the Apple App Store and the following terms apply:

You are not entering into an agreement with Apple, Inc. ("Apple"). Safeguard Equipment, and not Apple, is solely responsible for the App and its content;

Your use is limited to use on Apple-branded Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that the App may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing;

The terms of this Agreement are subject to the terms of the Apple App Store Terms of Service, which you acknowledge you have had the opportunity to review;

Apple and Apple's subsidiaries are intended third-party beneficiaries of this Agreement;

In the event of any failure of the App to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price, which to the extent permitted by law will constitute Apple's sole and exclusive obligation with respect to the App;

Safeguard Equipment and You acknowledge that Apple and has no obligation whatsoever to furnish any maintenance and support services with respect to the App;

Safeguard Equipment, not Apple, is responsible for addressing Your claims relating to the App, including product liability claims, legal or regulatory noncompliance, and claims arising under consumer protection, privacy, or similar legislation; and

To the extent any obligation exists with respect to a third-party claim that the App infringes a third-party's intellectual property rights, Safeguard Equipment, not Apple, will be responsible for the investigation, defense, settlement and discharge of such claim.

3. Privacy Policy

The Safeguard Equipment Privacy Policy is available online at [\[URL\]](#) (the “Privacy Policy”). The Privacy Policy provides information about your privacy rights and explains how Safeguard Equipment protects your personal information.

4. License

Subject to the terms of this Agreement, Safeguard Equipment grants you a limited, non-exclusive, perpetual, revocable, and non-transferable license to download, install, and use the App and access and use the Service in accordance with this Agreement.

5. Restrictions

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the App, Service, and Software or make the App, Service, and Software available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the App, Service, and Software.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Safeguard Equipment or its affiliates, partners, suppliers, or the licensors of the App, Service and Software.

6. Intellectual Property

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “Intellectual Property Rights”) that are part of the Service that Safeguard Equipment otherwise owns shall always remain the exclusive property of Safeguard Equipment (or of its suppliers or licensors, if and when applicable). Nothing in this Agreement grants you (or any third-party) a license to Safeguard Equipment’s Intellectual Property Rights.

You agree that this Agreement conveys a limited license to use Safeguard Equipment’s Intellectual Property Rights solely as part of the Service (and not independently of it) and only for the effective Term of the license granted to you hereunder. Accordingly, your use of any of Safeguard Equipment’s Intellectual Property Rights independently of

the Service or outside the scope of this Agreement shall be considered an infringement of Safeguard Equipment's Intellectual Property Rights. This shall not limit any claim Safeguard Equipment may have for a breach of contract in the event you breach a term or condition of this Agreement. You shall use the highest standard of care to protect the Service (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorised access. Except as expressly granted in this Agreement, Safeguard Equipment reserves and shall retain all rights, title, and interest in the Service, including without limitation all copyrights and copyright-protected subject matter, trademarks, patents and patentable subject matter, trade secrets, and other intellectual property rights relating thereto, whether registered, unregistered, granted, applied-for, whether now in existence or that may be subsequently created.

7. Your Suggestions

Any feedback, comments, ideas, improvements, or suggestions (collectively, "Suggestions") provided by you to Safeguard Equipment with respect to the Service shall remain the sole and exclusive property of Safeguard Equipment. By using the Service, you hereby assign to Safeguard Equipment any and all right, title, and interest in your Suggestions. Safeguard Equipment shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

8. Modifications to Application

Safeguard Equipment reserves the right to modify, suspend or discontinue, temporarily or permanently, the Service, in whole or in part, with or without notice and without liability to you.

9. Updates to Application

Safeguard Equipment may, from time to time, provide enhancements or improvements to the features/ functionality of the Service, which may include patches, bug fixes, updates, upgrades, and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Service. You agree that Safeguard Equipment has no obligation to (i) provide any Updates or (ii) continue to provide or enable any particular features and/or functionalities of the Service to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Service, and (ii) subject to the terms and conditions of this Agreement.

10. Term and Termination

This Agreement shall remain in effect until terminated by you or Safeguard Equipment.

Safeguard Equipment may, at its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Safeguard Equipment, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the App and Software and all copies thereof in your possession or control.

Upon termination of this Agreement, you shall cease all use of the Service and delete all copies of the App and Software from your computer.

Termination of this Agreement will not limit any of Safeguard Equipment's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under this Agreement.

11. Indemnification

You agree to indemnify, defend and hold harmless Safeguard Equipment and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to: i) your use or misuse of the Service; ii) your failure to comply with any applicable law, regulation, or government directive; iii) your breach of this Agreement; or iv) your agreement or relationship with an Organization (if applicable) or any third party. Furthermore, you agree that Safeguard Equipment assumes no responsibility for the information or content you submit or make available through the Service or the content that is made available to you by third parties.

12. No Warranties

THE SERVICE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SAFEGUARD EQUIPMENT, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR

OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, SAFEGUARD EQUIPMENT PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Without limiting the foregoing, Safeguard Equipment makes no representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of Safeguard Equipment are free of viruses, scripts, trojan horses, worms, malware, time bombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

13. Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of Safeguard Equipment and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the lesser of (i) the amount actually paid by you for the Service within the twelve (12) months prior to the date such cause of action accrues; or (ii) one hundred United States Dollars (\$100).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SAFEGUARD EQUIPMENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE, THIRD-PARTY SOFTWARE AND/OR THIRD-PARTY HARDWARE USED WITH THE SERVICE, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT), EVEN IF

SAFEGUARD EQUIPMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Severability

The invalidity or unenforceability of any provision within this Agreement shall in no way affect the validity or enforceability of the remainder of this Agreement or any other provision hereof.

15. Waiver

No failure to exercise and no delay in exercising, on the part of Safeguard Equipment, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

16. Amendments to this Agreement

Safeguard Equipment reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If an amendment is material, we will provide at least 30 days' notice before any new terms take effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any amendment becomes effective, you agree to be bound by the amended terms. If you do not agree to the new terms, you are no longer authorized to use the Service and the license granted herein is immediately terminated.

17. No Employment or Agency Relationship

No provision of this Agreement, or any part of the relationship between you and Safeguard Equipment, is intended to create nor shall they be deemed or construed to create any relationship between you and Safeguard Equipment other than that of an end user of the Service.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to its conflicts of law rules. Any dispute arising in connection with this agreement or breach thereof shall be resolved in mandatory arbitration as set forth below, located in Spokane County, Washington. You consent to personal jurisdiction in Washington and waive all defenses to such jurisdiction and venue.

19. Dispute Resolution, Class Action Waiver, and Arbitration

General. This Section applies to each and every Dispute. For purposes of this Agreement, the term "Dispute" will be given the broadest possible meaning allowable under applicable law and shall mean any claim, dispute, action, or other controversy between you and Safeguard Equipment concerning this Agreement, the subject matter of Your agreements with Safeguard Equipment, or any product, service or information Safeguard Equipment makes available to You, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis, except for claims, disputes, and controversies relating to the enforcement or validity of our intellectual property rights. In the event of a Dispute, You or Safeguard Equipment must give the other party a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to: Safeguard Equipment, Inc., 4202 W Riverbend Ave, Post Falls, ID 83854. Safeguard Equipment will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address on file with Safeguard equipment. You and Safeguard Equipment will attempt to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. Safeguard Equipment may choose to provide you with a final written settlement offer after receiving your Notice of Dispute ("Final Settlement Offer"). After sixty (60) days, either you or Safeguard Equipment may commence an arbitration proceeding to resolve the Dispute, as set forth below.

Binding Arbitration. If You and Safeguard Equipment do not resolve any Dispute by informal negotiation, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration under the Federal Arbitration Act, 9 U.S. Code section 1 et seq., and the provisions of this Agreement. The Dispute will be resolved by a neutral arbitrator whose decision will be final except where appeal is required by applicable law.

Class Action Waiver. To the maximum extent permitted under applicable law, any proceedings to resolve any Dispute in any forum will be conducted solely on an individual basis. Neither you nor Safeguard Equipment will seek to have any Dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. If this waiver is found to be illegal or unenforceable as to all or some parts of a Dispute, then it will not apply to those parts. Instead, those parts will be severed and will proceed in a court of law, with the remaining parts proceeding in arbitration.

Arbitration Procedure. Arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. An AAA Demand for Arbitration may be found on the AAA website located at: www.adr.org. Any in-person hearing in the arbitration will be held in Spokane County, Washington, USA. Either You or Safeguard Equipment may request a telephonic or in-person hearing by following the AAA rules. In a Dispute involving Ten Thousand Dollars (\$10,000.00) or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. You and Safeguard Equipment hereby agree to accord this arbitration agreement the broadest scope permissible under applicable law and that it shall be interpreted in a non-restrictive manner. The arbitrator will determine whether a claim or controversy is a Dispute that is subject to arbitration. The arbitrator may award the same relief to you individually as a court could award. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim. The arbitrator may award compensatory damages, but shall NOT be authorized to award non-economic damages, such as for emotional distress or pain and suffering, punitive damages, or indirect, incidental or consequential damages. Each party shall bear its own attorneys' fees, costs and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrator and AAA; provided, however, that the arbitrator may otherwise award you reimbursement of your reasonable attorneys' fees and costs (including, for example, expert witness fees and travel expenses), and/or the fees and costs of the arbitrator and AAA. Within fifteen (15) calendar days after conclusion of the arbitration, the arbitrator shall issue a written award and, if requested by either party, a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Judgment on the award may be entered by any court of competent jurisdiction. The parties waive their right to commence any action or judicial proceeding in connection with a Dispute hereunder, except for purposes of: (i) recognition and/or enforcement of the arbitration award or any other decision by the arbitral tribunal; (ii) obliging the other party to participate in the arbitration proceedings; (iii) requesting any type of conservative or interim measure in connection with the Dispute prior to the constitution of the arbitral tribunal; (iv) requesting the appearance of witnesses and/or experts; and/or (v) requesting that any information and/or documentation discovery be complied with. By agreeing to this binding arbitration provision, you understand that you are waiving certain rights and protections which may otherwise be available if a Dispute were determined by litigation in court including, without limitation, the right to seek or obtain certain types of damages

precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence. In the event of any conflict between the applicable arbitration rules and the terms of this arbitration provision, the terms of this arbitration provision will control.

Disputes to be Filed Within One Year. To the extent permitted by applicable law, arbitration of any Dispute must be initiated within one (1) year from the date the cause of action accrued. If a Dispute is not initiated within one (1) year, it will be permanently barred.

20. Equitable Relief

You agree that we would be irreparably damaged if the terms of this Agreement are not specifically enforced. Therefore, in addition to any other remedy that Safeguard may have at law, and notwithstanding the foregoing agreement to arbitrate Disputes, Safeguard Equipment will be entitled, without bond or other security, or proof of damages, to seek appropriate equitable remedies with respect to Your violation of this Agreement in any court of competent jurisdiction.

21. Headings

The headings in this Agreement are for reference only and shall not limit the scope of, or otherwise affect, the interpretation of this Agreement.

22. Geographic Restrictions

Safeguard Equipment is based in the United States and the Service is provided for access and use solely by persons located in the United States, and it maintains compliance with United States laws and regulations. If you use the App from outside the United States, you are solely and exclusively responsible for compliance with local laws.

23. Entire Agreement

The Agreement constitutes the entire agreement between you and Safeguard Equipment regarding your use of the Service and supersedes all prior and contemporaneous written or oral agreements between you and Safeguard Equipment.

You may be subject to additional terms and conditions that apply when you use or purchase other Safeguard Equipment's services, which Safeguard Equipment will provide to you at the time of such use or purchase.

24. Contact Us

Don't hesitate to contact us if you have any questions about this Agreement.

- Via Email: sales@safeguardequipment.com
- Via Phone Number: 2087739263
- Via this Link: <https://www.safeguardequipment.com/>
- Via this Address: 4202 W Riverbend Ave, Post Falls, ID 83854